

AGENDA
BOARD OF PARK COMMISSIONERS
Kenosha Municipal Building - Room 204
Monday, August 12, 2013 - 5:00 pm

Chairman: Michael J. Orth **Vice Chairman: Anthony Kennedy**
Commissioner: Chris Schwartz **Commissioner: Rocco J. LaMacchia, Sr.**
Commissioner: Kevin E. Mathewson

Call to Order
Roll Call

Approval of the minutes of the meeting held on July 29, 2013.

1. Acceptance of Project 12-1414 Anderson Pool Splashpad Construction *(8730 22nd Avenue, which has been satisfactorily completed)* by Scherrer Construction Co. Inc. *(Burlington, Wisconsin)*. The final amount of the contract is \$270,753.59. *(Park Funds Only) (District 9)*
2. Approval of Agreement By and Between the City *(of Kenosha, Wisconsin)* through the Board of Parks Commissioners and Kenosha Area Soccer League. *(Anderson Park)*
3. Approval of Agreement By and Between the Board of Parks Commissioners *(City of Kenosha, Wisconsin)* and Little Leaguers of Kenosha, Inc. *(Kenosha Sports Complex)*
4. Resolution by Alderperson Kevin Mathewson - Establishing Daily Hours for Kennedy Drive. *(District 1) (Also referred to Public Works) (Referred from Council on 8/5/13)*
5. Resolution by Rocco J. LaMacchia, Sr. - To Urge the Board of Park Commissioners to Maintain the Gate-Closing Policy for Kennedy Drive. *(District 1)*
6. Resolution by Alderperson Kevin Mathewson - Establishing Daily Hours for Simmons Island. *(District 2) (Also referred to Public Works) (Referred from Council on 8/5/13)*
7. Ordinance by Alderperson Michael J. Orth - To Repeal and Recreate Section 13.035.B.2 *(of the Code of General Ordinances for the City of Kenosha)* Regarding Peddler's Stand Operation. *(Also referred to L/P and Public Works) (Referred from Council on 8/5/13)*
8. Change Requests.

INFORMATIONAL ITEMS:

1. Project Status Report

DIRECTOR AND/OR SUPERINTENDENT COMMENTS
CITIZEN COMMENTS/COMMISSIONER COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4052 BEFORE THIS MEETING

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

BOARD OF PARK COMMISSIONERS
Minutes of Meeting held on Monday, July 29, 2013

A meeting of the Board of Park Commissioners was held on Monday, July 29, 2013 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 PM by Chairman Orth.

At roll call, the following members were present: Commissioners Kennedy, LaMacchia, and Schwartz. Commissioner Mathewson arrived during Item 2. Staff members in attendance were Michael Lemens, Director of Public Works; Shelly Billingsley, Deputy Director of Public Works/City Engineer; Jeff Warnock, Park Superintendent; Sean Von Bergen, Assistant City Engineer; Deputy Police Chief Dan Miskinis, Alderperson Scott Gordon, Alderperson Curt Wilson and Alderperson Keith Rosenberg.

It was moved by Commissioner LaMacchia, seconded by Commissioner Kennedy to approve the minutes from the meeting held on Monday, July 8, 2013. Motion passed 4-0.

1. Award of Professional Service Contract for Project 13-1421 Emerald Ash Borer Treatment Phase II to Trugreen, Inc. (*Lake Forest, IL*) in the amount of \$14,159.75. (*All Districts*)
Staff/Alderperson: Jeff Warnock spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Kennedy to approve. Motion passed 4-0.
2. Approval of Contract for Professional Services with US Heritage for the Southport Beach House. (*District 12*)
Staff/Alderperson: Shelly Billingsley spoke.
It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia to approve. Motion passed 4-0.
3. Approval of Contract for Professional Services with Engberg Anderson for the Southport Beach House. (*District 12*)
Staff/Alderperson: Shelly Billingsley spoke.
It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia to approve. Motion passed 5-0.
4. Approval of Request for Conveyance of Easement Rights to Carthage College for Installation of Fiber Network Extension across Alford Park and Alford Park Drive. (*also referred to Public Works*)
Staff/Alderperson: Michael Lemens spoke. David Robinson, 4105 18th Street, representing Carthage College, spoke.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz to approve. Motion passed 5-0.
5. Approval of Playground Theme for Simmons Island. (*District 2*)
The Commissioners would like to get input from the community and submit the options to some elementary schools. Commissioner Schwartz also suggested submitting the options to the Community Sailing Program.
It was moved by Commissioner Kennedy, seconded by Commissioner Schwartz to defer for 45 days. Motion passed 5-0.

6. Approve Request from the World Skydiving Center for parachute landing at Alford Park. Russell Goldman, Lindenhurst, IL, spoke. He runs a skydiving school at the Kenosha Airport. Commissioner LaMacchia would like the Coast Guard notified when jumps are planned. It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz to approve. Motion passed 5-0.
7. Change Requests.
It was moved by Commissioner LaMacchia, seconded by Commissioner Schwartz to receive and file. Motion passed 4-1 (with Commissioner Kennedy voting no).

INFORMATIONAL ITEMS:

1. Project Status Report
2. Website Presentation – Shelly Billingsley gave a presentation.

SUPERINTENDENT COMMENTS: Jeff Warnock told the Commissioners about tree removal at Washington Bowl. Box Elder and Ash trees have been cut down because they were growing wild and removing them will open up viewing at the Velodrome. Staff is maintaining projects and CORP plans.

DIRECTOR COMMENTS: Mike Lemens said due to good weather staff is busy. Many events have been held with more upcoming and hopes the Commissioners will spread the word on Parks events.

CITIZEN COMMENTS:

- Tom Riley, 5016 4th Avenue, asked the Commissioners to issue a press release whenever there is a meeting on Kennedy Drive and/or Simmons Island so more citizens can attend. He also said when the entrance to Simmons Island is not chained and barricades are put up citizens move the barricades and drive down.
- Tammy Conforti, 8547 33rd Avenue, updated the Commissioners on the Dream Playground Project. The group has been in existence for a year now and are making progress. They have a booth at Harbor Market to educate the public and take donations. She thanked everyone who has been involved with the project.

COMMISSIONER COMMENTS:

- Commissioner Mathewson stated that on July 9, 2013 he asked the Chairman to have an item on the next agenda on Kennedy Park closing at 7:00 PM. No item was put on the agenda so he is having a resolution referred on the August 5, 2013 Common Council agenda for a referendum to restrict access.

ADJOURNMENT: There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:42 PM.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

August 8, 2013

To: Michael J. Orth, Chairman, Park Commission
Eric Haugaard, Chairman, Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 12-1414 Anderson Pool Splashpad Construction

Location: 8730 22nd Avenue

Please be advised that the above referenced project has been satisfactorily completed by Scherrer Construction Co. Inc. (Burlington, Wisconsin). This project consisted of demolition of existing intermediate swimming pool, concrete work, plumbing and electrical work for the installation of new interactive water features and landscaping.

It is recommended that the project be accepted in the final amount of \$270,753.59. Original contract amount was \$269,443.50 for base bid plus \$3,300 for Alternate 1 (Landscaping) plus \$27,256.50 in contingency for a total contract amount of \$300,000. Funding was from CIP Line Item PK-12-001.

Note: The splashpad equipment was acquired through direct purchase by the City. The cost of this purchase was \$201,465.00.

SAB/kjb

AGREEMENT

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,**

THROUGH THE BOARD OF PARK COMMISSIONERS

And

**KENOSHA AREA SOCCER LEAGUE
A Wisconsin Non-Stock Corporation**

THIS AGREEMENT made and entered into by and between the **BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN**, a Municipal Park Commission, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 3617 65th Street, Kenosha, Wisconsin, 53142, hereinafter referred to as “**BPC**”, and **KENOSHA AREA SOCCER LEAGUE**., a Wisconsin Non-Stock Corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 2406 14th St., Kenosha, Wisconsin, 53140 hereinafter referred to as “**KASL**”.

WITNESSETH:

WHEREAS, the City of Kenosha is the owner of parkland located at 26th Avenue and 87th Place, commonly known as Anderson Park;

WHEREAS, **KASL** desires to have preferential use of the soccer fields and the concession building including the attached picnic shelter (hereinafter “**PREMISES**”), located at Anderson Park between March 15 through November 15, during the course of this Agreement; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, **BPC** and **KASL** agree as follows:

1. USE. **KASL** shall, have the right to utilize the **PREMISES** commencing March 15, 2013 and concluding November 15, 2023. The usage granted **KASL** shall include the right to enter into

agreements with third parties to utilize the **PREMISES** so long as said use is consistent with the terms of this Agreement and does not violate any laws and/or ordinances. Notwithstanding the usage given **KASL** under this Agreement, **KASL** shall take reasonable steps to make the soccer fields available for usage by the Kenosha County Area High Schools. **KASL** shall not charge Kenosha County Area High Schools a usage fee in excess of the **BPC's** usage fee.

For purposes of this Agreement, the **PREMISES** is intended to include the soccer fields numbered 1 through 12 and the area around the concessions/office building as shown on the diagram attached hereto and incorporated herein as Exhibit A. Notwithstanding the foregoing **BPC** agrees to permit **KASL** to have priority usage of the soccer fields numbered 1 through 16 on Exhibit A during **KASL's** annual "Battle on the Border Tournament".

2. SCHEDULING. For each month of usage pursuant to this Agreement, **KASL** shall provide **BPC**, in a form and manner reasonably acceptable to **BPC**, with a tentative schedule of its intended use for the soccer fields on the **PREMISES**. The tentative schedule shall list those Saturdays and Sundays, or any other days of the week, when **KASL** believes it will be using all or any of the soccer fields. On or before April 1 of each year **KASL** shall provide **BPC** with its schedule for April 1 through June of each year, and on or before August 15 of each year **KASL** shall provide **BPC** with its schedule for use from September 1 of each year through the end of each year. In addition, **KASL** shall no later than December 1 of each year of the Agreement provide **BPC** with a schedule, in a form and manner acceptable to **BPC**, of the actual usage for the soccer field for that calendar year. For purposes of this Agreement usage includes all use of the soccer field including, but not limited to, practices, games and tournaments.

3. CONCESSIONS. **KASL** shall, on the dates of its use of the **PREMISES**, be entitled to sell concessions from the building intended for such purpose located on the **PREMISES**. Any such operation shall be done in a manner consistent with all applicable laws and ordinances. Any income realized in the sale of such concessions shall be property of **KASL**. **KASL** agrees that it shall secure the building following any use thereof by **KASL** and/or third parties with whom it has contracted.

4. USAGE FEE. **KASL** shall pay during the first year of this Agreement the sum of \$10,000.00. In each subsequent year of this Agreement said usage fee shall increase by three percent. Payment shall be made no later than the end of the calendar year. **KASL** shall be entitled to credit against the usage fee the sum paid by it for water as set forth in Section 7 of this Agreement.

5. TERM. This Agreement shall commence on March 15, 2013 and end on December 31, 2023. This Agreement will automatically renew for an additional ten (10) year term, upon the same terms and conditions, unless **KASL** is in breach of this Agreement at the time of such renewal or notifies **BPC** in writing of its intention not to renew this Agreement. **KASL** shall provide such notice of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the initial term.

6. MAINTENANCE. **BPC** shall be responsible for all maintenance and preparation of the soccer fields located on the **PREMISES** including, but not limited to, watering and lining of the soccer fields. Further, **BPC** shall not be required to commence such maintenance and preparation prior to April 1 of each year of the Agreement. **BPC** shall be responsible for the cutting of the grass surfaces. All maintenance and preparation shall be performed in a good and workmanlike manner and, to the extent reasonably feasible, any major repairs shall be completed during the months of June and July. **BPC** shall have the right, in its sole discretion, to maintain and prepare the **PREMISES** in the manner it desires. In the event **KASL** fails to reasonably cooperate with **BPC** in the maintenance of the **PREMISES**, it shall be a breach of this Agreement and subject to Section 14 of this Agreement.

7. UTILITIES. **KASL** shall be responsible for payment of all water charges associated with the irrigation of the **PREMISES**. **BPC** shall provide **KASL** with a bill for the water on or before the end of the year. **KASL** shall pay the bill within thirty (30) days of issuance.

8. GARBAGE PICK-UP. **BPC** shall provide adequate and appropriate containers for the temporary storage of trash, garbage, refuse, debris or litter on **PREMISES**. **BPC** shall be responsible for the emptying of the containers in accordance with **BPC's** regular schedule. **KASL** shall, keep the **PREMISES** in a clean, neat and sanitary condition, free and clear of trash, garbage, refuse, debris or litter.

9. RESTROOM FACILITIES. **KASL** shall be responsible for securing, cleaning, maintaining, and supplying the restroom facilities located on the **PREMISES**. **KASL** shall monitor usage of the restroom facilities during all times **KASL** activities are taking place on the **PREMISES** and promptly advise **BPC** of any problems with or damage to the restroom facilities. **KASL** shall be responsible for securing the restroom facilities following the use of the **PREMISES** by **KASL** and/or any third parties with whom it has contracted.

10. INSURANCE. **KASL** shall procure and maintain, during this Agreement, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the **PREMISES**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. **KASL** shall annually furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **BPC** as an “additional insured”, and proof of payment of premium to the City Clerk/Treasurer for approval. **KASL** shall also provide **BPC** with a copy of the endorsement naming **BPC** as an additional insured. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage herein lapses and/or **KASL** fails to maintain insurance coverage, **BPC** may declare this Agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the life of this Agreement. **BPC** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to **KASL**, whenever minimum standards of the **BPC** for all insurance policies comparable to those covering **KASL's** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **KASL** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Agreement. Should **KASL** fail to furnish, deliver and maintain such insurance coverage, **BPC** may obtain such insurance coverage and charge **KASL** the cost of such insurance coverage plus all appropriate

administrative charges and incidental expenses associated with the transaction. The failure of **KASL** to take out and/or maintain the required insurance shall not relieve **KASL** from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **KASL** in Section 13 of this Agreement. **KASL** shall maintain during the course of this Agreement a General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. In addition, **KASL** shall maintain during the course of this Agreement an Umbrella Liability policy with a minimum limit of Two Million Dollars (\$2,000,000.00). The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability Insurance policy

11. SIGNAGE. **KASL** shall not place or erect any permanent (a sign standing for thirty (30) or more days) signs on or about **PREMISES** without the prior, written approval of the **City's** Superintendent of Parks and without being in compliance with the City Zoning Ordinance and Code of General Ordinances. Should any signs be placed or erected as advertisements for a third party and consideration paid by said third party for the placement or erection of said signs any income derived therefrom shall be the property of **KASL**.

12. USE RESTRICTIONS. The following restrictions are applicable to **KASL's** use of **PREMISES**.

a. Amplified sound shall not exceed the decibel limit specified in Chapter 23 of the Code of General Ordinances, entitled "Noise Control". Use of a sound system shall be limited to the necessary operations and announcements related to an event. No sound system shall be used during the hours of 10:00 P.M. To 9:00 A.M., daily.

b. The use will be in compliance with all applicable Federal, State, County and **City** laws, rules and regulations.

c. The use will not create an unreasonable risk of loss of life, personal injury or property loss or damage, or otherwise threaten the public health, safety or welfare.

d. The use will not unreasonably interfere with the use of Anderson Park by the general

public.

e. The use is subject to applicable municipal licenses and permits, excluding Park Use Permits.

13. INDEMNITY AND HOLD HARMLESS. KASL does hereby agree that it will, at all times, during the course of this Agreement, indemnify and hold harmless BPC, City of Kenosha, and their officers and employees (collectively “Indemnitees”) against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES, resulting from (1) operations, works, acts or omissions performed on PREMISES, by KASL, its officers, employees, or representatives; or (2) KASL's failure to perform or observe any of the terms, covenants and conditions of this Agreement. Upon the filing with BPC and/or City of Kenosha of a claim for damages arising out of any incident(s) which KASL herein agrees to indemnify and hold harmless the Indemnitees, KASL shall be notified of such claim, and in the event that KASL does not settle or compromise such claim, then KASL shall undertake the legal defense of such claim on behalf of KASL and the Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against any Indemnitee for any cause for which KASL is liable hereunder, shall be conclusive against KASL as to liability and amount of damages. This provision shall survive expiration or termination of this Agreement to the extent necessary to effectuate its purpose.

14. TERMINATION. In the event either party should fail to fulfill in a timely manner any of its obligations under this Agreement, the non-breaching party shall give thirty (30) days written notice to the breaching party, describing the breach and allowing the breaching party thirty (30) days to cure said breach. If said breach cannot reasonably be cured within said thirty (30) days, the breaching party shall be entitled to such additional time as is reasonably necessary to cure such breach. In the event the breaching party does not cure such breach within said thirty (30) days (or such longer period as is reasonably necessary), the non-breaching party shall have the right to terminate this Agreement by giving

notice of termination to the breaching party.

15. COUNTERPARTS. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original.

16. ENTIRE AGREEMENT. This Agreement shall constitute the full and complete Agreement of the parties and it shall supersede all prior written or oral agreements, statements or understandings. The parties acknowledge there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

17. HEADINGS. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. LAW GOVERNING. The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

19. SEVERABILITY. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

20. AMEND IN WRITING. This Agreement cannot be amended, changed, altered, or modified except in a writing signed by the parties.

21. CONSTRUCTION. This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an Agreement against a draftsman shall not apply to this Agreement and neither party has any rights under such doctrine.

22. WAIVER. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular

covered by this Agreement.

23. NOTICE. Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **CITY:** City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

with copies to: City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

and Superintendent of Parks
3617 65th Street
Kenosha, Wisconsin 53142

If to **KASL :** Kenosha Area Soccer League.
2406 14th Street
Kenosha, Wisconsin 53140

24. AUTHORIZATION. **CITY** enters into this Agreement by authorization of action taken by the Board of Park Commissioners on the _____ day of _____, 2013.

KASL enters into this Agreement by authority of its Board as evidenced by the resolution attached hereto as Exhibit C and represents to **CITY** that all acts which are a condition precedent to its entering into this Agreement have timely taken place, and that **KASL**, under State laws, is able to comply with the terms and conditions of this Agreement.

AGREEMENT

By And Between

**THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF KENOSHA, WISCONSIN
A Municipal Commission**

And

**LITTLE LEAGUERS OF KENOSHA, INC.
A Wisconsin Non-Stock Corporation**

THIS AGREEMENT made and entered into by and between the **BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN**, a Municipal Park Commission, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 3617 65th Street, Kenosha, Wisconsin, 53142, hereinafter referred to as “**BPC**”, and **LITTLE LEAGUERS OF KENOSHA, INC.**, a Wisconsin Non-Stock Corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 2309 76th Street, Kenosha, Wisconsin, 53143 hereinafter referred to as “**LLK**”.

WITNESSETH:

WHEREAS, City of Kenosha is the owner of parkland located at 3800 42nd Street, commonly known as Kenosha Sports Complex;

WHEREAS, **LLK** desires to have preferential use of baseball diamonds 1 through 4 and the concession building (hereinafter “**PREMISES**”), located within Kenosha Sports Complex; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, **BPC** and **LLK** agree as follows:

1. USE. **LLK** shall have the right to utilize the **PREMISES**. The usage granted **LLK** shall include the right to enter into agreements with third parties to utilize the **PREMISES** so long as said use is consistent with the terms of this Agreement and does not violate any laws and/or ordinances.

Notwithstanding the usage given **LLK** under this Agreement, **LLK** shall take reasonable steps to make the diamond(s) available for usage by the Wisconsin Shores Little League. **LLK** shall not charge Wisconsin Shores Little League a usage fee i for baseball/softball diamonds.

2. SCHEDULING. For each month of usage pursuant to this Agreement, **LLK** shall provide **BPC**, in a form and manner acceptable to **BPC**, with a schedule of its intended use for the baseball diamonds on the **PREMISES**. Said schedule is to be provided to **BPC** no less than thirty days in advance. In addition, **LLK** shall no later than December 1 of each year of the Agreement provide **BPC** with a schedule, in a form and manner acceptable to **BPC**, of the actual usage for the baseball diamonds for that calendar year. For purposes of this Agreement usage includes all use of the baseball diamonds including, but not limited to, practices, games and tournaments.

3. CONCESSIONS. **LLK** shall be entitled to sell concessions from the building intended for such purpose located on the **PREMISES**. Any such operation shall be done in a manner consistent with all applicable laws and ordinances. Any income realized in the sale of such concessions shall be property of **LLK**. **LLK** agrees that it shall secure the building following any use thereof by **LLK** and/or third parties with whom it has contracted.

4. USAGE FEE. **LLK** shall pay during the first year of this Agreement the sum of \$10,000.00. In each subsequent year of this Agreement said usage fee shall increase by three percent. Payment shall be made by **LLK** no later than the end of the calendar year. **LLK** shall be entitled to credit against the usage fee the sum paid by it for water as set forth in Section 7 of this Agreement.

5. TERM. This Agreement shall terminate on January 1, 2023. This Agreement will automatically renew for an additional ten (10) year term, upon the same terms and conditions unless **LLK** is in breach of this Agreement at the time of such renewal or notifies **BPC** in writing of its intention not to renew this Agreement. **LLK** shall provide such notice of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the initial term. Notwithstanding the foregoing should **LLK** decide by December 31, 2014, that it has a need for diamonds 5 and 6 located on the **PREMISES** the

parties agree to renegotiate the terms of this Agreement in good faith. Should the parties be unable to reach a new Agreement within sixty (60) days either party shall have the option to immediately terminate this Agreement upon written notice to the other. The failure to exercise the option to terminate shall have the effect of this Agreement remaining in effect as to the **PREMISES** described herein.

6. MAINTENANCE. **BPC** shall be responsible for all maintenance and preparation of the baseball diamonds including, but not limited to, watering, dragging and lining of the infield surfaces, painting of the outfield foul lines, and cutting of the grass surfaces. All maintenance and preparation shall be performed in a good and workmanlike manner. **BPC** shall have the right, in its sole discretion, to maintain and prepare the **PREMISES** in the manner it desires. In the event **LLK** fails to cooperate with **BPC** in the maintenance of the **PREMISES** **BPC** may, at its option, terminate this Agreement.

7. UTILITIES. **LLK** shall be responsible for payment of all water charges associated with the irrigation of the **PREMISES**. **BPC** shall provide **LLK** with bills for the water on or before the end of the year. **LLK** shall pay the bill within thirty (30) days of issuance.

8. GARBAGE PICK-UP. **BPC** shall provide adequate and appropriate containers for the temporary storage of trash, garbage, refuse, debris or litter on **PREMISES**. **BPC** shall be responsible for the emptying of the refuse containers into **BPC** provided dumpsters. **BPC** shall be responsible for the emptying of the dumpsters in accordance with **BPC's** regular schedule. **LLK** shall keep the **PREMISES** in a clean, neat and sanitary condition, free and clear of trash, garbage, refuse, debris or litter.

9. RESTROOM FACILITIES. **BPC** shall be responsible for security, cleaning, maintaining, and supplying the restroom facilities located on the **PREMISES**. **LLK** shall monitor usage of the restroom facilities and promptly advise **BPC** of any problems with or damage to the restroom facilities. **LLK** shall be responsible for securing the restroom facilities following the use of the **PREMISES** by **LLK** and/or any third parties with whom it has contracted.

10. INSURANCE. **LLK** shall procure and maintain, during this Agreement, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the

PREMISES. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. **LLK** shall annually furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **BPC** and the City of Kenosha as “additional insureds”, and proof of payment of premium to the City Clerk/Treasurer for approval. **LLK** shall also provide **BPC** with a copy of the endorsement naming **BPC** and the City of Kenosha as an additional insureds. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or **LLK** fails to maintain insurance coverage, **BPC** may declare this Agreement null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the life of this Agreement. **BPC** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to **LLK**, whenever minimum standards of the **BPC** for all insurance policies comparable to those covering **LLK's** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **LLK** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Agreement. Should **LLK** fail to furnish, deliver and maintain such insurance coverage, **BPC** may, but shall not be required to, obtain such insurance coverage and charge **LLK** the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **LLK** to take out and/or maintain the required insurance shall not relieve **LLK** from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **LLK** in Section 13 of this Agreement. **LLK** shall maintain during the course of this Agreement a General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. In addition, **LLK** shall maintain during the course of this Agreement

an Umbrella Liability policy with a minimum limit of Three Million Dollars (\$3,000,000.00). The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability Insurance policy

11. SIGNAGE. LLK shall not place or erect any permanent (a sign standing for thirty (30) or more days) signs on or about **PREMISES** without the prior, written approval of the **BPC** Superintendent of Parks and without being in compliance with the City Zoning Ordinance and Code of General Ordinances. Should any signs be placed or erected as advertisements for a third party and consideration paid by said third party for the placement or erection of said signs any income derived therefrom shall be the property of **LLK**.

12. USE RESTRICTIONS. The following restrictions are applicable to **LLK's** use of **PREMISES**.

a. Amplified sound shall not exceed the decibel limit specified in Chapter 23 of the Code of General Ordinances, entitled "Noise Control". Use of a sound system shall be limited to the necessary operations and announcements related to an event. No sound system shall be used during the hours of 10:00 P.M. To 9:00 A.M., daily.

b. The use will be in compliance with all applicable Federal, State, County and City laws, rules and regulations.

c. The use will not create an unreasonable risk of loss of life, personal injury or property loss or damage, or otherwise threaten the public health, safety or welfare.

d. The use will not unreasonably interfere with the use of Kenosha Sports Complex by the general public.

e. The use is subject to applicable municipal licenses and permits, excluding Park Use Permits.

13. INDEMNITY AND HOLD HARMLESS. LLK does hereby agree that it will, at all times, during the course of this Agreement, indemnify and hold harmless **BPC**, City of Kenosha, and

their respective officers, representatives and employees (collectively “Indemnitees”) against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on **PREMISES**, resulting from (1) operations, works, acts or omissions performed on **PREMISES**, by **LLK**, its officers, employees, or representatives; or (2) **LLK's** failure to perform or observe any of the terms, covenants and conditions of this Agreement. Upon the filing with **BPC** or City of Kenosha of a claim for damages arising out of any incident(s) which **LLK** herein agrees to indemnify and hold harmless the Indemnitees **LLK** shall be notified of such claim, and in the event that **LLK** does not settle or compromise such claim, then **LLK** shall undertake the legal defense of such claim on behalf of **LLK** and the Indemnitees. It is specifically agreed, however, that the Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against any Indemnitee for any cause for which **LLK** is liable hereunder, shall be conclusive against **LLK** as to liability and amount of damages. This provision shall survive expiration or termination of this Agreement to the extent necessary to effectuate its purpose.

14. TERMINATION. In the event either party should fail to fulfill in a timely manner any of its obligations under this Agreement, the non-breaching party shall- give thirty (30) days written notice to the breaching party, describing the breach and allowing the breaching party thirty (30) days to cure the breach. If the breach cannot reasonably be cured within thirty (30) days, the breaching party shall be entitled to such additional time as is reasonably necessary to cure the breach so long as the breaching party has promptly taken steps to cure the breach. In the event the breaching party does not timely cure the breach, the non-breaching party shall have the right to terminate this Agreement by giving notice of termination to the breaching party.

15. COUNTERPARTS. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original.

16. ENTIRE AGREEMENT. This Agreement shall constitute the full and complete

Agreement of the parties and it shall supersede all prior written or oral agreements, statements or understandings. The parties acknowledge there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

17. HEADINGS. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. LAW GOVERNING. The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

19. SEVERABILITY. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

20. AMEND IN WRITING. This Agreement cannot be amended, changed, altered, or modified except in a writing signed by the parties.

21. CONSTRUCTION. This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an Agreement against a draftsman shall not apply to this Agreement and neither party has any rights under such doctrine.

22. WAIVER. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms or conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance or particulars be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

23. NOTICE. Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses

indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **CITY**: City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

with copies to: City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

and Superintendent of Parks
3617 65th Street
Kenosha, Wisconsin 53142

If to **LLK** : Little Leaguers of Kenosha, Inc.
Dr. James Santarelli
1804 89th Place
Kenosha, Wisconsin 53143

and Thomas M. Santarelli
Madrigrano, Aiello and Santarelli LLC
1108 56th St
Kenosha WI 53140-3669

24. AUTHORIZATION. CITY enters into this Agreement by authorization of action taken by the Board of Park Commissioners on the _____ day of _____, 2013. LLK enters into this Agreement by authority of its Board as evidenced by the resolution attached hereto as Exhibit A and represents to BPC that all acts which are a condition precedent to its entering into this Agreement have timely taken place, and that LLK, under State laws, is able to comply with the terms and conditions of this Agreement.

Signatures on following pages

RESOLUTION NO. ____

SPONSOR: ALDERPERSON KEVIN MATHEWSON

ESTABLISHING DAILY HOURS FOR KENNEDY DRIVE

WHEREAS, Kennedy Drive is a road that parallels Lake Michigan and runs from 50th St to 7th Ave through Kennedy Park in the City of Kenosha; and,

WHEREAS, the great citizens of the City of Kenosha and its visitors have long enjoyed the beauty of Lake Michigan from Kennedy Drive; and,

WHEREAS, the citizens of Kenosha, along with visitors, should be able to drive and park along Kennedy Drive in the summer hours before, during, and after sunset; and,

NOW THEREFORE BE IT RESOLVED that the Common Council for the City of Kenosha orders that, except for emergencies, authorized special events or alternate orders from the Common Council for the City of Kenosha, Kennedy Drive be open at all times for vehicular and pedestrian traffic daily from 6am to 10pm; and,

BE IT FURTHER RESOLVED that Common Council for the City of Kenosha authorizes and directs the City Administrator, Director of Public Works and the Parks Superintendent to fulfill this order and ensure the existing gate at Kennedy Drive is open daily from 6am to 10pm, subject to emergencies, authorized special events or alternate orders from the Common Council for the City of Kenosha.

Adopted this day of _____, 2013.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Drafted By:
Kevin E Mathewson
Alderman 8th District

RESOLUTION _____

SPONSOR: ALDERPERSON ROCCO J. LAMACCHIA, SR.

**TO URGE THE BOARD OF PARK COMMISSIONERS
TO MAINTAIN THE GATE-CLOSING POLICY FOR
KENNEDY DRIVE**

WHEREAS, Kennedy Drive is a park thoroughfare for park access within John Fitzgerald Kennedy Park (Kennedy Park), both of which are collectively under the general jurisdiction of the Board of Park Commissioners pursuant to Chapter 6 of the Code of General Ordinances for the City of Kenosha and Wisconsin Statutes §27.08; and

WHEREAS, due to its location adjacent to Lake Michigan, Kennedy Park attracts families; and

WHEREAS, due to its attraction to families, Kennedy Park has been designated as the location for the the Dream Playground, the City of Kenosha's first fully-accessible playground for all children; and

WHEREAS, the configuration of Kennedy Drive and its connectivity to other park thoroughfares and contributing city streets creates an optimized environment for “cruising” with its associated unsafe and disruptive behaviors, including, but not limited to, excessively loud music, exhaust systems and other noise disturbances; speeding and generally excessive, unsafe driving maneuvers; and vast varieties of intimidating behavior that generally impede or discourage other park users from enjoy the park and its facilities for their intended use; and

WHEREAS, City of Kenosha Police and elected officials have observed on Kennedy Drive disruptive behavior from high volume cruising including disruptive noise from boom cars (cars with high performance sound systems operated at high levels) and squealing tires; unsafe driving; loud use of language unsuitable for family activity; and intimidation of citizens by cruisers; and

WHEREAS, the problems associated with cruising have been long felt by the citizens

using the park for its indicated purpose and for the neighbors surrounding the park as described by Alderman Dennis Wade of the First Aldermanic District (1986-1992) (which First Aldermanic District includes Kennedy Park), Alderperson Arthur Landry of the First Aldermanic District (1992-2002), and Alderperson Eric Haugaard of the First Aldermanic District (2002 – present); and

WHEREAS, Alderperson Arthur Landry, in a letter to the Board of Park Commissioners dated May 6, 1998, wrote the following:

From my house, I am in a position to note park use after hours and to experience the effects of modern radio/sound technology. If I can hear music and experience bass vibrations at my home, located 3 unobstructed blocks away from the park road and parking areas, I can well imagine the amount and constant presence of the same in closer proximity. The noise and other activity not only disrupt the lives of residents, but, also, discourages the use of the park by families and disrupts the activities of the Pennoyer Bandshell.;

and

WHEREAS, Daniel Wade, former Chief of Police for the City of Kenosha, explained that Kennedy Drive is the most problematic stretch of roadway in the City from a law enforcement perspective as it presents a six-block open view corridor with no cross traffic or visual obstructions, making threats of enforcement easy to identify by law violators, giving them little incentive for compliance; and

WHEREAS, for more than the past twenty-two years, several alternative strategies have been utilized to obtain compliance and keep the park and parkway safe, added police patrols (in marked squad cars, in unmarked squad cars, in bicycle patrols – much of it on overtime, and to the extent that for some years, the City's overtime budget for police actions was exhausted), parking of unoccupied squad cars, all without sustained success; and

WHEREAS, in 2001, at the recommendation of the Police Department and at the direction of the Board of Park Commissioners, as a strategy to address the problems associated with cruising, gates were installed at the entry points to Kennedy Drive to close the thoroughfare during specified events; and

WHEREAS, the use of the gates during the times of the special events provided relief from the problems associated with cruising during those special events while still allowing pedestrian access to Kennedy Park; and

WHEREAS, in 2003, a a gate-closing policy having daily closure hours of 7:00 o'clock p.m. until no later than the ensuing 6:00 o'clock a.m., each day from April 15 to October 31, annually, was established by the Board of Park Commissioners; and

WHEREAS, since its inception in 2003, the gate-closing policy has been utilized with great success, eliminating problems associated with cruising; and

WHEREAS, retired Police Captain Leland Fulmer, who directly supervised then-Lieutenant Doug Stein in spearheading interdiction efforts at Kennedy Park up until the successful installation of the gates, stated the following in a letter to the Board of Park Commissioners dated June 23, 2010:

Members of the Park Commission:

I read the recent article in the Kenosha News regarding leaving open Kennedy Drive gates until 10:00 p.m. I would like to make some comments as to the reasons those gates are closed at 7:00 p.m. instead of 10:00 p.m.

I worked for the Kenosha Police Department for 36 years until my retirement in December of 2008. During my years working 2nd shift patrol division, I have experienced the problems at Pennoyer Park and along Kennedy Drive first hand. This are along the lakefront was a constant problem during the summer which included disorderly conduct, alcohol consumption, loud music, cruising and generally intimidation of the public attempting to use the lakefront.

The police department responded to these complaints with undercover assignments, overtime special assignments and bicycle patrols. Many tickets were issued for all of the above violations. However, the problems would never end or were ever considered under control. The problems spilled over into the band shell area during evening concerts. Problems were especially heightened during very warm summer evenings when the police department's call volume increased citywide.

After many meetings with irate neighbors, aldermen and city administration, the gates on Kennedy Drive were installed. The gates were closed during band shell events to quiet the area and make a safer environment for the general public. I'm not sure whose idea it was to

start closing these gates at 7:00 p.m. on a regular basis, but it was ingenious. The problems that the police department could not solve for the past 20 years went away.

The area was once again turned back over to the citizens of Kenosha to use and enjoy. I began observing people walking their dogs along the lakefront, using the park with their kids and attending band shell events without fear of intimidation. The citizens living in this area could enjoy their summer nights without the constant boom-boom of loud music from cruising vehicles.

In my opinion, leaving the gates open past 7:00 p.m. will be a major mistake. You will be turning this area back over to a small group of people and taking it away from the citizens of Kenosha.

Gentlemen, please do not make this decision lightly!

Captain Leland T. Fulmer (Retired)

WHEREAS, in 2010, Ken Polzin, Jr., former alderperson for the Seventeenth Aldermanic District for the City and retired Sheriff's Deputy, who was involved in legislation from creating and enforcing perspectives, and who was involved in the creation of the gate-closing policy in 2003 wrote to the current alderperson of the First District as follows:

I've been following the media accounts about the potential opening up of Kennedy Drive. The wisest course of action would be to leave the solution in place we worked years ago to create. The "we" was the Park Commission, neighbors impacted, other citizens and city staff – Parks Department, Kenosha Police Department and the City Attorney. The solution resulted after many public meetings and "tweaking" by both the Kenosha Police Department and Parks Department.

As we have such an accessible lake front, the only group adversely impacted were those insistently cruising and those with loud amplified music.

...

With the tight fiscal situation that Kenosha and other municipalities are in, I don't know where the resources would come from to try and deal (again) with the problems that will occur if the solution is undone.

WHEREAS, it is extremely likely that further restricting the closing hours that have been in use for ten years will result in reinstatement of the problems as they previously existed; and

WHEREAS, the Master Plan for Kennedy Park is scheduled for completion in 2014 and will, as part of the process, address the historical problems and the park access opportunities such as the

manner of park usage.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Kenosha urges the Board of Park Commissioners to retain the current gate-closing policy prohibiting vehicular travel on Kennedy Drive during the hours of 7:00 o'clock p.m. until no later than the ensuing 6:00 o'clock a.m., each day from April 15 to October 31, annually, in addition to closures during special events, until such time as the Master Plan for Kennedy Park is completed.

Adopted this _____ day of _____, 2013.

ATTEST:

Debra Salas, City Clerk/Treasurer

APPROVED:

Keith G. Bosman, Mayor

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. ____

SPONSOR: ALDERPERSON KEVIN MATHEWSON

ESTABLISHING DAILY HOURS FOR SIMMONS ISLAND

WHEREAS, Simmons Island is a beautiful park on Kenosha's Lakefront located at the easternmost tip of 50th Street; and,

WHEREAS, the great citizens of the City of Kenosha and its visitors have long enjoyed the beauty of Lake Michigan from Simmons Island; and,

WHEREAS, the citizens of Kenosha, along with visitors, should be able to drive through and enjoy Simmons Island in the summer hours before, during, and after sunset; and,

NOW THEREFORE BE IT RESOLVED that the Common Council for the City of Kenosha orders that, except for emergencies, authorized special events or alternate orders from the Common Council for the City of Kenosha, Simmons Island be open for vehicular and pedestrian traffic daily at all times; and,

BE IT FURTHER RESOLVED that Common Council for the City of Kenosha authorizes and directs the City Administrator, Director of Public Works and the Parks Superintendent to fulfill this order and ensure Simmons Island is open daily at all times, subject to emergencies, authorized special events or alternate orders from the Common Council for the City of Kenosha.

Adopted this day of _____, 2013.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Drafted By:
Kevin E Mathewson
Alderman 8th District

ORDINANCE NO. _____

Draft 05/23/13

SPONSOR: ALDERPERSON MICHAEL J. ORTH

TO REPEAL AND RECREATE SECTION 13.035.B.2 OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING PEDDLER'S STANDS OPERATION

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Section **13.035** of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

(2) Probationary Term. An approved location shall be ~~limited to~~ subject to a probationary period of thirty (30) consecutive days. If no written complaints or objections with respect to the approved location are received by the Clerk during the probationary period, the location shall be the "location" of the stand for the remainder of the licensing period. If a complaint or objection is received, it shall be forwarded to the Common Council for further consideration of the stand location. The probationary period shall be extended as long as the location remains under Council consideration. The Council shall either confirm or amend the location. Each stand may be relocated subject to the filing of a new permit application during the term of the permit and upon Common Council approval.

Section Two: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

August 7, 2013

To: Michael Orth, Chairman
Parks Commission

From: Michael M. Lemens, P.E.
Director of Public Works

Subject: Change Request

BACKGROUND INFORMATION

At the May 14, 2012 meeting the Commissioners agreed this item should appear on all future agendas. There are no change requests at this time.

RECOMMENDATION

Receive and file.

ML:dh

August 8, 2013

TO: Michael M. Lemens, P.E.
Director of Public Works

Informational #1

FROM: Cathy Austin, P.E.
Assistant City Engineer



SUBJECT: Project Status Report

Project # 08-1443 Bike and Pedestrian Connections - Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)

Project #11-1415 / 12-1415 / 13-1415 CORP Implementations – Continuing. (Citywide)

Project #11-1417 Strawberry Park Mass Grading, Trail and Shelter (DNR Stewardship Grant) – Design work on the master plan implementation has been put on hold due to FEMA study. [SAA Design Group] (16)

Project #11-1421 Southport Beach House Restoration (Wisconsin Coastal Management Grant) – Additional work has been approved for Enberg Anderson to find appropriate replacement windows for the ballroom. Enberg Anderson has coordinated work with U.S. Heritage Group to collect mortar samples, test bricks for condition, masonry pain removal evaluation and on-site training for removing paint. Construction documents shall be complete by the end of August and ready for jurisdictional review in September. [Enberg Anderson] (12)

Project #11-1125 Pennoyer Beach Outfall Stormwater Infiltration Basin (GLRI Grant) –Punchlist items will be completed pending schedule being submitted. [VEIT] (SWU) (1)

Project #11-1137 Pike River Monitoring (WI Coastal Management Grant) – Sampling has been complete by the Racine Health Department. A final report is currently being written to submit to the GLRI. All work will be complete by the end of September. (SWU) (1 and 4)

Project #12-1414 Anderson Pool Modifications and Splash Pad – Project has been complete. Close-out documentation has been sent and returned by the contractor. [Scherrer] (9)

Project #12-1423 Sunrise Park Trail (DNR Stewardship Grant) / #12-1427 Sunrise Park Master Plan

Implementation - Project has been complete. Due to the 36-month maintenance period of the native seed area, the contractor has submitted a letter with the understanding that he will continue to maintain this area so we can close out the project. Close-out documentation has been sent to the contractor. Minnesota Wisconsin Playgrounds have installed play equipment, but will be returning in a few weeks to install one additional piece. Parks and Streets Division will be restoring the park as soon as all equipment is installed. [BCF] (5)

Project #12-1420 Shagbark Trail (DNR Stewardship Grant) – Two bridges and one boardwalk have been installed, the path has been completely cut in, and the contractor had started installing the base stone this past Wednesday (August 7th). The contractor plans on installing two culverts, and finishing the path by the end of August. [Western Contractors] (10)

Project #12-1424 Southport Park Trail (DNR Stewardship Grant) –Currently being designed [SAA Design Group] (12)

Project #12-1430 Alford Park Warehouse Demolition – [Earth Construction] Restoration is in progress. Final walk through is being scheduled. (1).

Project #12-1421- Simmons Island Phase I and Boardwalk [SAA Design Group] Plans and specifications are being completed (DNR Stewardship Grant) (2)

Project #12-1432 - Peorio Park Trail [SAA Design Group] Project was bid however no submittals will be rebidding in fall with construction planned for Spring 2014. (DNR Stewardship Grant) (1 and 4)

Project #13-1413 - Petzke Park Phase II [SAA Design Group] Plans and specifications are being developed for Phase II of Petzke Park with construction in 2014. (1)

Project #13-1414 - Washington Park Velodrome [SAA Design Group] - Project is currently out for bid. Public Works will have the bid opening on August 21st, with the intention to begin work by the middle of September. (6)

Project #13-1412 - Simmons Field – Earthwork and site grading are expected to begin next week. Camosy has begun taking down bleachers and fencing under Kenosha Baseball's contract. [Camosy Construction]

Project 13-1419 – Anderson Fishing Pier – Design is in process. [SAA Design Group]

Design Work- Staff is working on the following projects: Miscellaneous play structure installation at Nash Park and Kenosha Sports Complex and specifications for direct purchase items as outlined in the CORP for 2012 and 2013, staff is working on 2013 projects. Playgrounds have been installed at Nash Park and Kenosha Sports Complex. Minnesota Wisconsin Playgrounds will be coming back to replace one piece of equipment at Nash within the next few weeks.